

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM787196

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	Security Agreement

## CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Uber Freight LLC		02/15/2023	Limited Liability Company: DELAWARE
Uber Freight US LLC		02/15/2023	Limited Liability Company: DELAWARE

## RECEIVING PARTY DATA

<b>Name:</b>	Goldman Sachs Bank USA
<b>Street Address:</b>	200 West Street
<b>City:</b>	New York
<b>State/Country:</b>	NEW YORK
<b>Postal Code:</b>	10282
<b>Entity Type:</b>	Association: UNITED STATES

## PROPERTY NUMBERS Total: 7

Property Type	Number	Word Mark
<b>Registration Number:</b>	2782329	TRANSPLACE
<b>Registration Number:</b>	3304299	TRANSPLACE THE 3PL & TECHNOLOGY COMPANY
<b>Registration Number:</b>	3283830	TRANSPLACE
<b>Registration Number:</b>	4265923	FREIGHT ALLOCATION MODULE
<b>Registration Number:</b>	4326646	FAM
<b>Registration Number:</b>	4754806	OPTIMIZE PRIME
<b>Registration Number:</b>	5823534	SHIPPER SYMPOSIUM

## CORRESPONDENCE DATA

Fax Number: 8009144240

*Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.*

Phone: 8007130755

Email: jade.tanks@wolterskluwer.com

Correspondent Name: CT Corporation

Address Line 1: 4400 Easton Commons Way

Address Line 2: Suite 125

Address Line 4: Columbus, OHIO 43219

OP \$190.00 2782329

<b>NAME OF SUBMITTER:</b>	Gabriela Zapata
<b>SIGNATURE:</b>	/Gabriela Zapata/
<b>DATE SIGNED:</b>	02/15/2023
<b>Total Attachments: 7</b> source=IP trademark#page1.tif source=IP trademark#page2.tif source=IP trademark#page3.tif source=IP trademark#page4.tif source=IP trademark#page5.tif source=IP trademark#page6.tif source=IP trademark#page7.tif	

### RECORDATION FORM COVER SHEET TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

**1. Name of conveying party(ies):**

Uber Freight LLC  
Uber Freight US LLC

- Individual(s)
- Partnership
- Corporation- State: \_\_\_\_\_
- Other Limited liability company
- Association
- Limited Partnership

Citizenship (see guidelines) Delaware

Additional names of conveying parties attached?  Yes  No

**3. Nature of conveyance/Execution Date(s) :**

Execution Date(s) February 15, 2023

- Assignment
- Security Agreement
- Other \_\_\_\_\_
- Merger
- Change of Name

**2. Name and address of receiving party(ies)**

Additional names, addresses, or citizenship attached?  Yes  No

Name: Goldman Sachs Bank USA

Street Address: 200 West Street

City: New York

State: NY

Country USA Zip: 10282

- Individual(s) Citizenship \_\_\_\_\_
- Association Citizenship USA
- Partnership Citizenship \_\_\_\_\_
- Limited Partnership Citizenship \_\_\_\_\_
- Corporation Citizenship \_\_\_\_\_
- Other \_\_\_\_\_ Citizenship \_\_\_\_\_

If assignee is not domiciled in the United States, a domestic representative designation is attached:  Yes  No  
(Designations must be a separate document from assignment)

**4. Application number(s) or registration number(s) and identification or description of the Trademark.**

A. Trademark Application No.(s) Text

N/A

B. Trademark Registration No.(s)

See attachment.

Additional sheet(s) attached?  Yes  No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

N/A

**5. Name & address of party to whom correspondence concerning document should be mailed:**

Name: Susan O'Brien

Internal Address: CT Lien Solutions

Street Address: 187 Wolf Road, Suite 1

City: Albany

State: NY Zip: 12205

Phone Number: 800-342-3676

Docket Number: \_\_\_\_\_

Email Address: cls-udsalbany@wolterskluwer.com

**6. Total number of applications and registrations involved:**

7

**7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$**

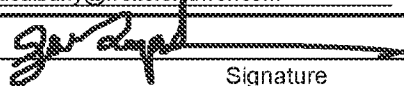
- Authorized to be charged to deposit account
- Enclosed

**8. Payment Information:**

Deposit Account Number \_\_\_\_\_

Authorized User Name \_\_\_\_\_

**9. Signature:**



Signature

February 15, 2023

Date

Gabriela Zapata

Name of Person Signing

Total number of pages including cover sheet, attachments, and document:

7

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to: Mail Stop Assignment Recordation Branch, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

## TRADEMARK SECURITY AGREEMENT

This **TRADEMARK SECURITY AGREEMENT**, dated as of February 15, 2023 (as it may be amended, restated, supplemented or otherwise modified from time to time, this “**Agreement**”), is made by the entities identified as grantors on the signature pages hereto (collectively, the “**Grantors**”) in favor of **GOLDMAN SACHS BANK USA**, as administrative agent and collateral agent for the Secured Parties (in such capacity, together with its successors and permitted assigns, the “**Administrative Agent**”).

**WHEREAS**, the Grantors are party to a Pledge and Security Agreement dated as of February 15, 2023 (the “**Pledge and Security Agreement**”) between each Grantor and the other grantors party thereto and Administrative Agent pursuant to which each Grantor has granted a security interest to Administrative Agent in the Trademark Collateral (as defined below) and are required to execute and deliver this Agreement.

**NOW, THEREFORE**, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, each Grantor hereby agrees with Administrative Agent as follows:

### SECTION 1. Defined Terms

Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement.

### SECTION 2. Grant of Security Interest in Trademark Collateral

**SECTION 2.1 Grant of Security.** Each Grantor hereby grants to Administrative Agent, for the benefit of the Secured Parties, a security interest in and continuing lien on all of such Grantor’s right, title and interest in, to and under the following, in each case whether now owned or existing or hereafter acquired, developed, created or arising and wherever located (collectively, the “**Trademark Collateral**”):

all United States, and foreign trademarks, trade names, trade dress, corporate names, company names, business names, fictitious business names, Internet domain names, service marks, certification marks, collective marks, logos, other source or business identifiers, designs and general intangibles of a like nature, whether or not registered, and with respect to any and all of the foregoing: (a) all registrations and applications therefor including, without limitation, the registrations and applications listed or required to be listed in Schedule A attached hereto, (b) all extensions or renewals of any of the foregoing, (c) all of the goodwill of the business connected with the use of and symbolized by any of the foregoing, (d) the right to sue or otherwise recover for any past, present and future infringement, dilution or other violation of any of the foregoing or for any injury to the related goodwill, (e) all Proceeds of the foregoing, including, without limitation, license fees, royalties, income, payments, claims, damages, and proceeds of suit now or hereafter due and/or payable with respect thereto, and (f) all other rights of any kind accruing thereunder or pertaining thereto throughout the world.

**SECTION 2.2 Certain Limited Exclusions.** Notwithstanding anything herein to the contrary, in no event shall the Trademark Collateral include or the security interest granted under Section 2.1 hereof attach to any “intent-to-use” application for registration of a Trademark filed pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. § 1051, prior to the filing of a “Statement of Use” pursuant to Section 1(d) of the Lanham Act or an “Amendment to Allege Use” pursuant to Section 1(c) of the Lanham Act with respect thereto, solely to the extent, if any, that, and solely during the period, if any, in which, the grant of a security

interest therein would impair the validity or enforceability of any registration that issues from such intent-to-use application under applicable federal law.

### **SECTION 3. Security Agreement**

The security interest granted pursuant to this Agreement is granted in conjunction with the security interest granted to Administrative Agent for the Secured Parties pursuant to the Pledge and Security Agreement, and the Grantors hereby acknowledge and affirm that the rights and remedies of Administrative Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Pledge and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Agreement is deemed to conflict with the Pledge and Security Agreement, the provisions of the Pledge and Security Agreement shall control.

### **SECTION 4. Governing Law**

THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER (INCLUDING, WITHOUT LIMITATION, ANY CLAIMS SOUNDING IN CONTRACT LAW OR TORT LAW ARISING OUT OF THE SUBJECT MATTER HEREOF) SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK WITHOUT REGARD TO CONFLICT OF LAWS PRINCIPLES THEREOF THAT WOULD RESULT IN THE APPLICATION OF ANY LAW OTHER THAN THE LAW OF THE STATE OF NEW YORK (OTHER THAN ANY MANDATORY PROVISIONS OF LAW RELATING TO THE LAW GOVERNING PERFECTION AND THE EFFECT OF PERFECTION OF THE SECURITY INTEREST).

### **SECTION 5. Counterparts**

This Agreement may be executed in one or more counterparts and by different parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed an original, but all such counterparts together shall constitute but one and the same instrument.

[Remainder of page intentionally left blank]


**IN WITNESS WHEREOF**, each Grantor has caused this Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

**GRANTORS:**

**UBER FREIGHT LLC**

By:   
Name: Gideon Oppenheimer  
Title: Head of Finance

**UBER FREIGHT US LLC**

By:   
Name: Gideon Oppenheimer  
Title: Head of Finance

Accepted and Agreed:

**GOLDMAN SACHS BANK USA,**  
as Administrative Agent

By: 

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Name: Thomas Manning  
Title: Authorized Signatory

[Signature Page to Trademark Security Agreement]

**TRADEMARK**  
**REEL: 007971 FRAME: 0518**

**SCHEDULE A**  
to  
**TRADEMARK SECURITY AGREEMENT**

**TRADEMARK REGISTRATIONS AND APPLICATIONS**

<u>Owner</u>	<u>Description (Title/Mark)</u>	<u>Country</u>	<u>Application Date</u>	<u>Registration/ Issue Date</u>	<u>Registration Number</u>
Transplace Texas, LP	TRANSPLACE  TRANSPLACE	U.S.A	August 3, 2000	November 11, 2003	2782329
Transplace Texas, LP	TRANSPLACE THE 3PL & TECHNOLOGY COMPANY  <b>TRANSPLACE</b> <small>The 3PL &amp; Technology Company</small>	U.S.A	January 11, 2006	October 2, 2007	3304299
Transplace Texas, LP	TRANSPLACE  <b>TRANSPLACE</b>	U.S.A	January 11, 2006	August 21, 2007	3283830
Transplace Texas, LP	FREIGHT ALLOCATION MODULE	U.S.A	October 11, 2011	December 25, 2012	4265923



	FREIGHT ALLOCATION MODULE					
Transplace Texas, LP	FAM  FAM	U.S.A	October 11, 2011	April 30, 2013	4326646	
Transplace Texas, LP	OPTIMIZE PRIME  OPTIMIZE PRIME	U.S.A.	September 9, 2014	June 16, 2015	4754806	
Transplace Texas, LP	SHIPPER SYMPOSIUM  SHIPPER SYMPOSIUM	U.S.A.	January 08, 2018	July 30, 2019	5823534	

Trademark Applications

None.

Trademark Licenses

Trademark License Agreement, dated as of January 8, 2021, among Uber Technologies, Inc., Uber B.V., and Uber MENA B.V. as licensors, and Uber Freight LLC, as licensee.